

# A MANAGEMENT SURVEY OF W. & L.E. GURLEY

1955



Thesis  
P253  
v.3

VOL. 3 OF 3

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Process. J

management agency of W. & L. E. Gurley

V. 3.

# AGREEMENT

between

W. & L. E. GURLEY  
Troy, N. Y.

and

DISTRICT 50  
UNITED MINE WORKERS  
OF AMERICA

May 10, 1954



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Figure X1-1  
Union Agreement

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*Section 9*

*management survey of N.Y.C. ...*

*V. 3.*

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Figure X1-1  
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*Parsons, J.*

*management meeting of W & L E*

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## I. PARTIES TO AGREEMENT

THIS AGREEMENT made and effective May 10, 1954 by and between W. & L. E. GURLEY, Troy, New York, hereinafter referred to as "Company" and UNITED MINE WORKERS OF AMERICA, DISTRICT 50, LOCAL 12770, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the parties hereby desire to establish, maintain and regulate the standards of hours, labor, rates of pay and other conditions of employment under which the employees of the Company shall work for the Company during the term of this agreement, and

WHEREAS, the parties hereby desire to establish, maintain and regulate the mutual relationships between the Company on the one hand, and the Union on the other hand, with a view to securing harmonious cooperation between them.

Now, THEREFORE, in consideration of the agreements, promises, covenants, undertakings, terms and conditions herein contained, and in consideration of other good and valuable considerations, it is hereby mutually agreed by and between the parties hereto as follows:

## II. COVERAGE AND EXCEPTIONS

1. The Company agrees to recognize the Union during the entire term of this contract as the sole and exclusive bargaining agent on behalf of all the employees to whom this contract applies in respect

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Figure X1-1  
Union Agreement

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to wages, hours and working conditions with the exception of the following classes:

Executives  
Superintendents  
Foremen (non-working)  
Office employees  
Designers  
Designer Trainees  
Engineers

2. Non-working foremen are defined to mean employees whose principal duties are to supervise the work of other employees and who do not perform the same kind of work assigned to other employees under their supervision more than 20% of any regular work week.

### III. COLLECTION OF UNION DUES

1. The membership dues, including initiation fees, of District 50, United Mine Workers of America, as authorized and approved by the National Administrative Officers of the Union, shall be checked off the wages of the employees by the Company and shall be remitted by the Company to the properly designated officers of District 50.

Such remittances shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for dues and initiation fees, together with a list of employees from whom dues and initiation fees have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act, 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the Company, and the Company agrees to aid, assist and cooperate in obtaining, written assignments from each employee so employed.

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Upon the presentation to the Company of such assignments, the Company shall make deductions so authorized and deliver the same to the designated officer of the Union, or to such authorized representatives as may be designated by the Union.

2. The Company and the Union agree that there shall be no discrimination against any employee of the Company because of Union membership or lack thereof, and that neither will use any form of intimidation or coercion to induce any employee to join or withdraw from the Union. Should any dispute arise as to any violation of this pledge, such dispute shall be disposed of through the grievance procedure herein provided for.

### IV. SENIORITY

1. Seniority shall mean length of service in the employ of the Company on a departmental basis.

- (a) In laying off or rehiring laid-off employees to meet the requirements of the business of the Company, first consideration shall be given to those of longer service if qualified and competent to do the work involved, except that no discrimination shall be practised against members of the Union. Probationary employees will be laid off first in the event of lay-off.
- (b) In the event of lay-off after an employee has been transferred from one job to another or promoted to another hourly or salaried job, or to another department he may resume his status quo in his former department or previous job with accumulated seniority.
- (c) Where an employee has worked all his service with the Company in one group, the Company shall make every effort to relocate said

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V. 3.

employee in another group where the rate of pay and working conditions are similar to his former job. This provision will apply only to employees who have accumulated two or more years of seniority.

2. Whenever the Company fills a vacancy by transfer to a higher classification or promotion, the principle of seniority shall govern where the qualifications such as skill, knowledge, physical capabilities, and experience between employees are equal. A dispute as to the observance of this principle shall be disposed of through the grievance procedure herein.

3. The Company will prepare a departmental seniority list based upon the service record of its employees. Seniority shall be determined only by the continuous employment of any employee.

4. Whenever the Company recalls to work any employee laid off, it shall give one (1) week of advance notice thereof in writing by registered mail to the employee, with notice to the Union, and on lay-offs, wherever practical, the Company shall give three (3) scheduled working days' notice.

5. Time lost from work because of lay-offs, illness or excused absences, not extending beyond twelve (12) months, will not be deducted from the accumulated seniority of any employee.

6. Accumulated seniority will terminate when absence is due to the following causes:

Quit employment voluntarily.

Discharged for cause.

Overstay of leave of absence without permission, unless failure to obtain permission is due to justifiable circumstances.

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Absence from work for more than forty-eight (48) hours without notifying the Company, except where giving notice is prevented by justifiable reason.

Failure to report within ten (10) days after notice of recall to work.

Continuous lay-off over twelve (12) months in duration.

#### V. HOURS OF WORK

1. Eight consecutive hours of work (except for lunch period) shall constitute the working day of each employee.

2. Forty (40) hours of work each week consisting of five consecutive eight-hour days, Monday to Friday, inclusive, shall constitute the week's work for every employee.

3. The schedule of daily starting and stopping hours for the plant shall be fixed by the Company in accordance with the needs and interest of the business. Whenever a change is made in the working schedule, a notice of such change shall be posted on the bulletin board not less than three (3) days prior to the date that the new schedule becomes effective.

#### VI. OVERTIME PAYMENT

1. The hours of work are not limited to the regular daily and weekly schedule. Work performed by employees in excess of eight (8) hours a day or forty (40) hours a week, shall be paid for at an overtime rate of one and one-half (1½) the regular hourly rate of pay.

2. Time and one-half shall be paid for all work performed on Saturdays, except custodial workers.

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*Part 7*  
*management union of N. & A. C. L.*  
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3. All work performed on Sundays by employees, including custodial workers who are not regularly scheduled to work on Sundays, shall be paid for at a rate which is double the regular hourly rate. Custodial workers who are regularly scheduled to work Sundays shall be paid a rate which is double their regular hourly rates for work performed on their seventh consecutive day worked.

4. Overtime or premium payments shall be computed on whichever basis of time pays the higher amount but overtime payments are not to be pyramided or paid twice for the same time.

5. The distribution of overtime work shall be made as equally as possible among employees performing work of the same class or nature.

#### VII. HOLIDAYS

1. Employees shall be paid full pay for certain holidays based on an eight (8) hour day at regular hourly rate prevailing at the time said holiday occurs although no work is performed on such day, except for probationary employees, who shall not have worked a minimum of fifty (50) hours before the holiday and except for employees who are on leave of absence. This provision applies to the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas

2. Work performed by employees, except probationary employees who shall not have worked a minimum of fifty (50) hours before the holiday, on any of the foregoing holidays will be paid for at the regular hourly rate for time worked in addition to

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the pay received for the holiday, representing a total of double the regular hourly rate.

3. Time allowance with pay for two hours shall be provided for on election day for voting.

4. Any of the foregoing holidays which fall on Sunday shall be observed on the following Monday in which case the provision of sections (1) and (2) apply.

5. An employee shall not be eligible to receive pay for any of the aforementioned holidays if he is absent from work his last scheduled working day preceding and his first scheduled working day succeeding such holiday, except when excused by management.

#### VIII. WAGES

1. Employees working on night shifts shall be paid a shift differential of ten (10) cents per hour, except custodial workers.

2. An employee who reports for work at his or her regular starting schedule without having been notified not to report, shall receive at least four (4) hours' pay at said employee's straight time hourly rate.

3. Any employee who is called in to work outside of his or her regular scheduled hours, will be guaranteed a minimum of two (2) hours' pay at the rates of time and one-half of said employee's regular hourly rate.

4. The minimum starting rate for male employees shall be One Dollar and Twenty-Five Cents (\$1.25) per hour plus Ten Cents (10¢) per hour in thirty (30) days, except female employees whose starting rate shall be One Dollar and Five Cents (\$1.05) per hour plus Ten Cents (10¢) per hour in thirty (30) days.

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**IX. VACATIONS**

1. Every employee who shall have performed one (1) or more years of continuous service for the Company, and who shall be in the employ of the Company on June 1st of 1955, and who shall have worked a minimum of 1400 hours during the previous twelve months, shall be entitled to full vacation pay, based upon the following schedule:

- (a) One (1) and two (2) years — 40 hours with base rate of pay.
- (b) Three (3) and four (4) years — 60 hours with base rate of pay.
- (c) Five (5) years or more — 80 hours with base rate of pay.

2. If an employee shall have worked less than 1400 hours because of sickness, and has qualified for sickness or accident benefits, he shall receive prorated vacation pay. This prorated pay will be based upon a 2080-hour work year, and upon his eligibility in the (a), (b), and (c) schedules above.

3. Vacation periods shall commence on June 1st and terminate October 1st in the same months of each and every succeeding year that this Agreement remains in force and effect, vacation pay to be paid in advance.

4. The Company reserves the right in the granting of a vacation period to make same applicable to individual departments or to the entire plant at one given time, by notifying employees not less than three (3) months in advance of such vacation period and to exclude therefrom maintenance men, or such person-

nel as may be necessary for repairs and upkeep of the plant, or for emergency work.

5. Nothing in this Article shall be interpreted to deprive an employee of his vacation allowance if he has met the aforesaid requirements and thereafter was no longer an employee of the Company as the result of having been laid off, entered the armed services of the United States, or removed from his employment as a result of a labor draft.

**X. DISCHARGES**

1. Employees are subject to discharge for just cause. A dispute arising out of the merit of discharge action is subject to the grievance procedure, except that the limitation of time for challenging a discharge shall be three (3) scheduled working days after notice of such discharge to the Union.

**XI. ADJUSTMENT OF GRIEVANCES**

1. The Union will elect a shop committee to act as its representative in the shop. The Union shall also elect the necessary number of stewards for the various departments. The Shop Committee shall not exceed five. The management agrees to recognize and deal with the said shop committee and stewards as the Union's representatives in the shop. All grievances shall be considered between the hours of 11.00 A.M. and 12:00 o'clock noon each day, exclusive of shop chairman.

2. Whenever any and all disputes, stoppages, suspensions of work, and any and all claims, demands or actions, that may arise between the Union, employee and the Company as to the application or meaning of this Agreement, it is agreed that they

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shall be by the contracting parties settled and determined exclusively by the following procedure:

- (a) The individual employee involved or affected or a shop steward shall take the matter up with the foreman for adjustment.
- (b) If adjustment is not arrived at within twenty-four (24) hours the issue is written and reviewed by the shop committee and the Company committee with a decision or agreement to be reached within two (2) working days.
- (c) Where the issue continues to remain in dispute the issue is then referred to a representative of the Union and the Company who within two (2) working days shall attempt to cause said adjustment.
- (d) Upon failure of settlement at the foregoing step, the issue may be referred within five (5) days by either party upon notice to the other party, to an impartial arbitrator who shall be selected by the New York State Board of Mediation. Such an arbitrator as a condition to the acceptance of the position of arbitrator shall render his decision within two (2) weeks from the closing of the hearing. His decision shall be final and binding upon all parties.
3. All grievances, disputes or controversies must be filed by the Union with the Company, in writing, within one (1) month from the date of the alleged occurrence or else shall be deemed to be abandoned.
4. Issues for arbitration are confined to matters arising as to the application or interpretation of the Agreement in relation to the issue in dispute.
5. Expenses related to arbitration under the terms of this Agreement including fee, if any, of the arbitrator shall be shared equally by the parties.

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## XII. LEAVE OF ABSENCE

1. It is the policy of the Company to grant leave of absence without pay for just and sufficient cause upon request. Where a leave is granted by the Company, such absence will not cause a break in seniority.

Among the causes for justifiable absence, but not necessarily confined to these causes are:

Illness or accidents  
Military Service  
Necessary family duties  
Jury duty  
Attending Union functions

## XIII. GENERAL PROCEDURE

1. The Company shall at all times conform with every act necessary to promote and insure the safety, health and sanitary conditions in accordance with all the laws, rules and requirements of the Federal, State, County, Municipal, Legislative or Administrative body having jurisdiction thereof. Compliance shall be made by the Company with all state and federal regulations, provisions and interpretations of various legislative acts pertaining to employment relations and the Company will not be required by the Union to adopt procedures or practices which are in conflict with such legislative acts, regulations or interpretations.

2. Management reserves unto itself the exclusive right to manage the plant, direct the working forces, including the right to hire, transfer, train or instruct employees, suspend, discharge and to promote or

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demote any of the employees covered by this Agreement subject to the terms of this contract.

3. The Company shall supply bulletin boards to be used by the Union for the posting of the following types of notices:

- (a) Notices of the Union meetings.
- (b) Notices of Union elections, and of the results of Union elections.
- (c) Notices pertaining to Union recreation and social affairs.

The number and location of bulletin boards to be mutually agreed upon by the Union and the Company. All notices of any other nature shall be approved in writing by an authorized representative of the Plant Manager before posting, it being agreed that the Company will act upon said requests for approval within three hours after same are presented.

4. Copies of this Agreement shall be printed by the Company and distributed to the employees.

5. Employees attending a meeting with officials of the Company shall not lose their base pay as a result of such attendance.

6. New employees are to serve a probationary period of employment on the job of thirty (30) days during which period the terms and conditions of employment except as to minimum rates and overtime payment are at the sole discretion of the Company.

7. The group insurance plan remains in force in agreement with the contract dated April 3, 1950.

#### XIV. WORK INTERRUPTIONS

1. In further consideration of the mutual promises contained herein, the parties hereto expressly agree

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that neither party shall bring, nor cause to be brought into any court, nor any other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party after actual notice of the same shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

2. Should any violation of this Agreement, or any article, section, subsection, clause, phrase, or any part hereof be alleged, in determining whether any person is acting as an agent of another person, so as to make such other person responsible for the acts, in order to support such allegation in any arbitration court action, or other litigation, the question of whether the specific acts were actually authorized or subsequently ratified shall be controlling, and strict proof thereof required.

3. The Union will neither cause nor permit its members to cause, nor will any member of the Union, take part in any strike, either sit-down, stay-in, or any other kind of strike, or any other kind of interference or any other stoppage, total or partial, of any of the Company operations during the term of this Agreement, or any renewal thereof; and it is further agreed that the employer or the Company will not cause a lock-out during the term of this Agreement or any renewal thereof. Any employee who participates in any such strike, slow-down, or stoppage shall be subject to immediate discharge by the Company.

#### XV. PENSIONS

1. The Company shall deliver and pay over to a corporate trustee which shall be jointly named and contracted by the Union and the Company, a copy of such contract being attached hereto as "Exhibit

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A" and become a part hereof, an amount or sum of money equal to two-and-three-quarter cents (2¾¢) per hour on all hours worked during the previous calendar month by all persons employed in the bargaining unit as defined herein, as a pension fund.

2. The said Pension Fund shall be known and designated as the "District 50, United Mine Workers of America, — W. & L. E. Gurley Pension Fund."

3. The said Pension Fund shall be administered by a joint committee selected by the Union and the Company as defined and provided for in a separate agreement dated May 10, 1954, to be known and referred to as the Pension Agreement, a copy of said Pension Agreement being attached hereto as "Exhibit B" and becoming a part hereof and all such payments shall be made by the Company to the Trustee and become a part of said Fund, on or before the 10th of each month covering the total hours worked as aforesaid for the previous calendar month.

## XVI. TERM OF CONTRACT

1. This Agreement shall continue in full force and effect until May 10, 1955, at which time it expires. At least sixty (60) days before the expiration date, either party may request the beginning of negotiations for a renewal or for a new Agreement.

In Witness Whereof, the parties have caused these presents to be executed by their duly authorized officers this 4th day of June, 1954.

W. & L. E. GURLEY

By (signed) LESTER C. HIGBEE, *President*

UNITED MINE WORKERS OF  
AMERICA, DISTRICT 50

*Approved —*

By (signed) LEE E. HOOVER, *Regional Director*

By (signed) CLARENCE R. ECKAM

By (signed) RICHARD P. WILDES

LOCAL UNION 12770

By (signed) ELMER D. VIALL

By (signed) CHARLES J. PALSO

By (signed) WILLIAM F. HAYES

(signed) WINFIELD C. RAUGHT

(signed) HAZEL MACROBERTS

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Figure X1-1  
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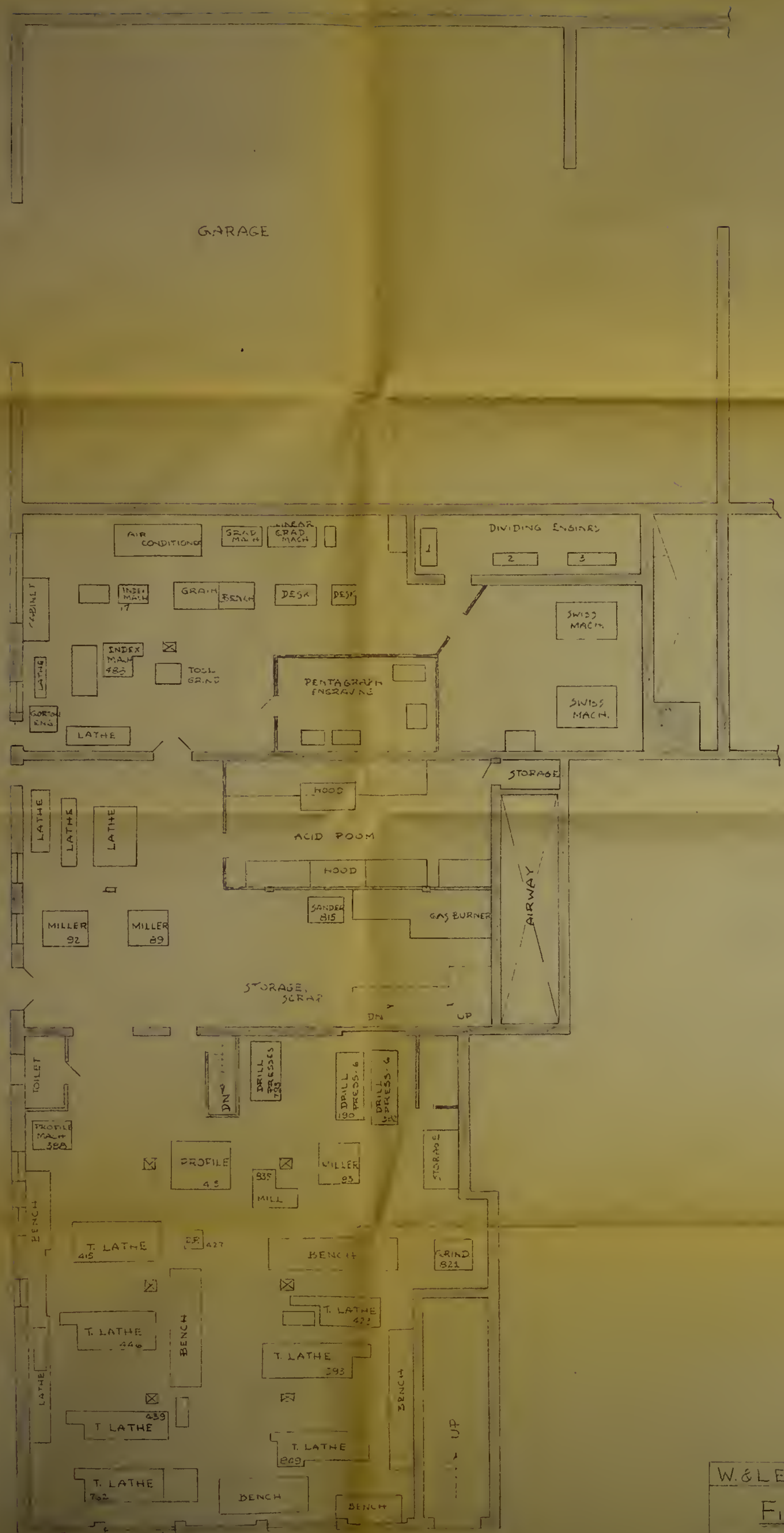


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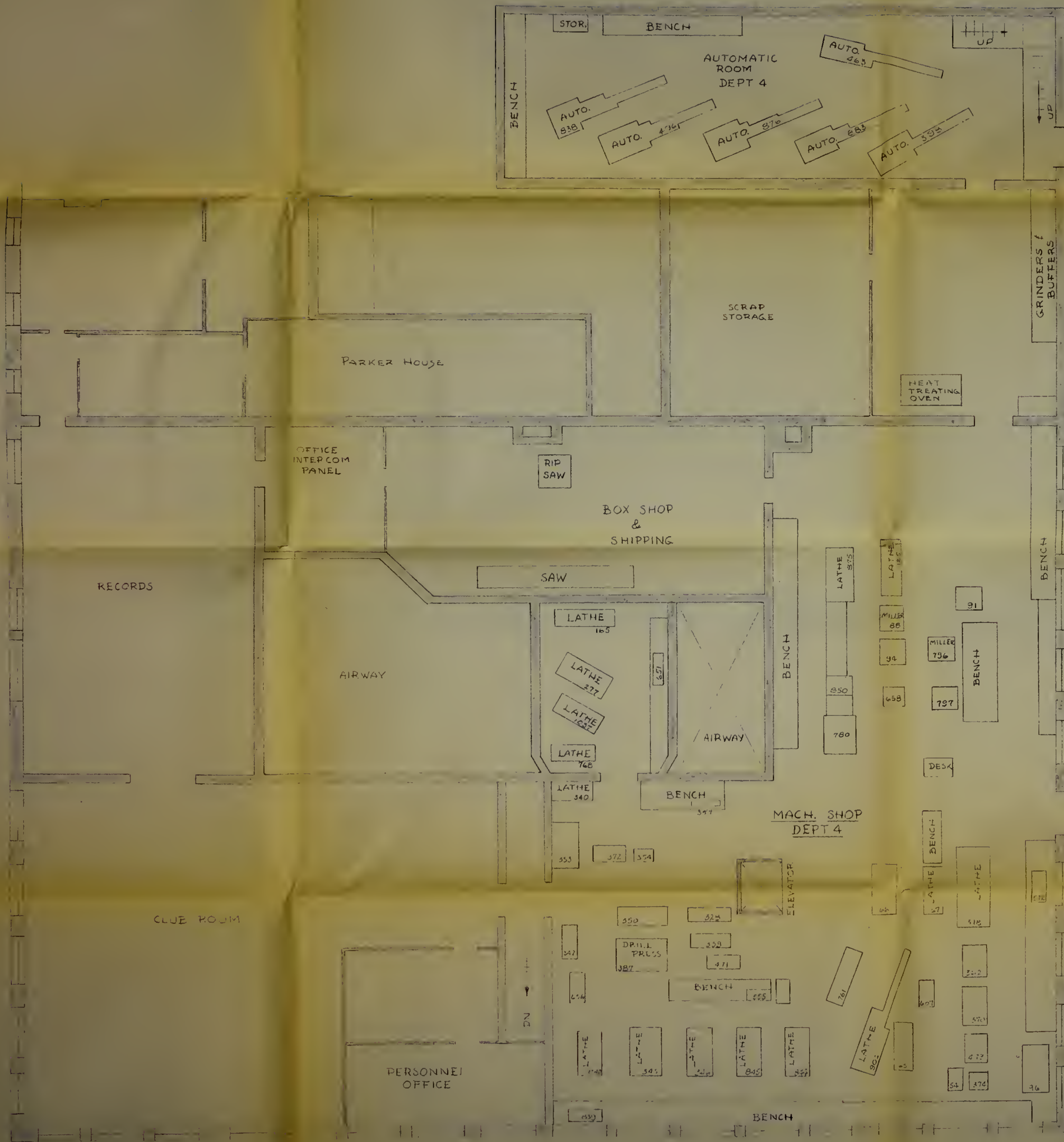
W. & L. GURLEY, TROY, N.Y., U.S.A.

FIRST FLOOR

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 DATE: 25 APRIL, 1955

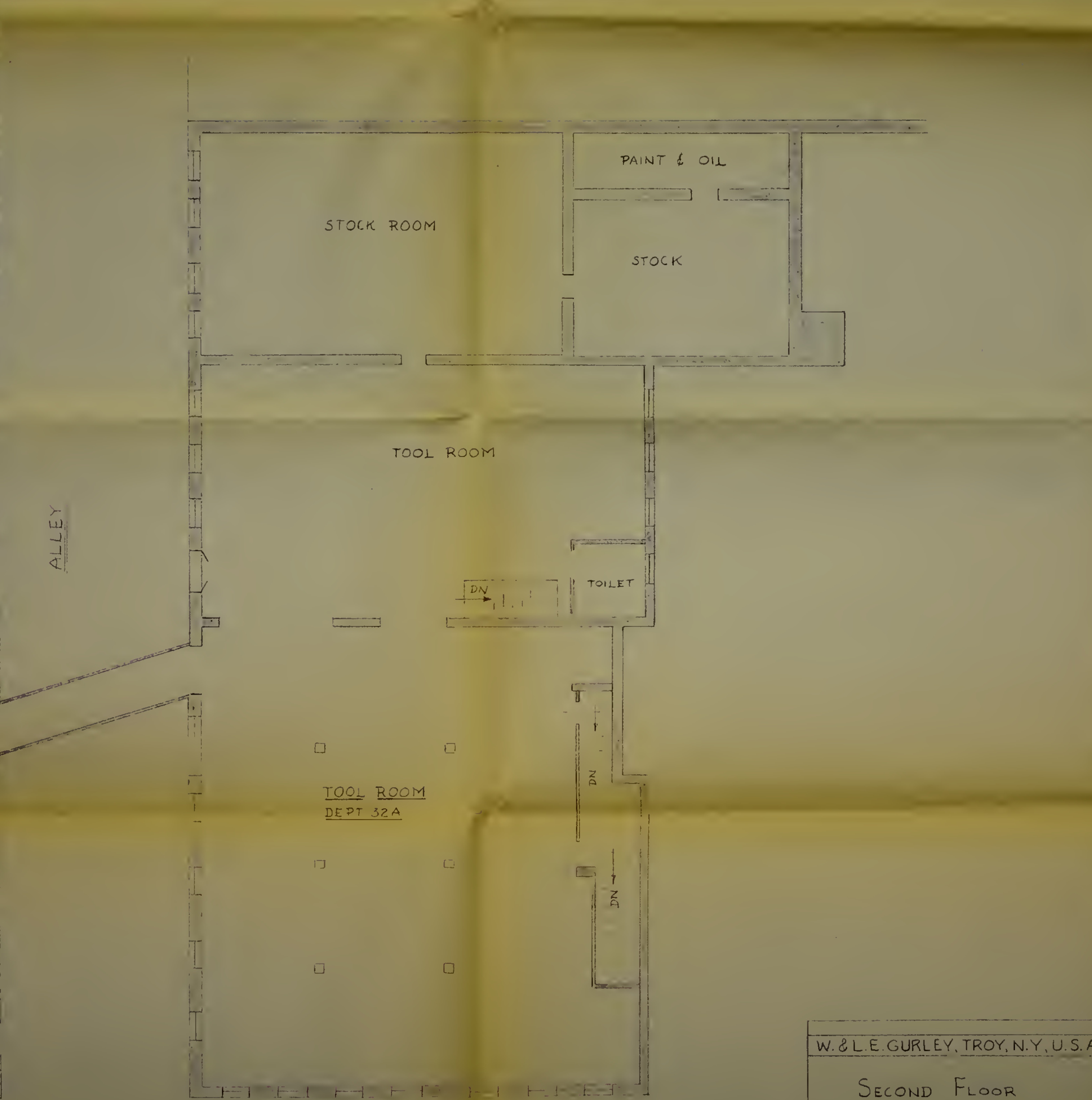
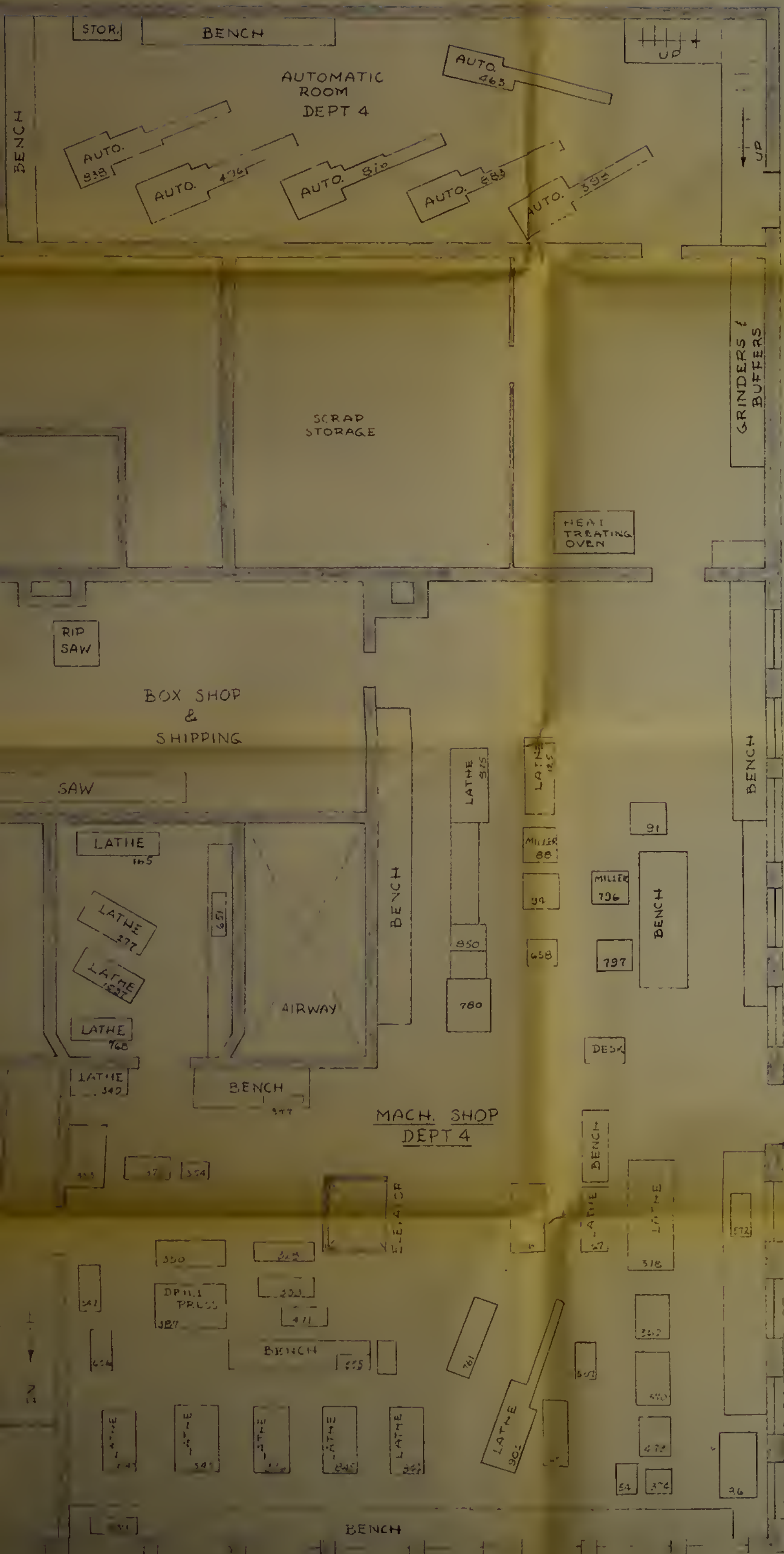
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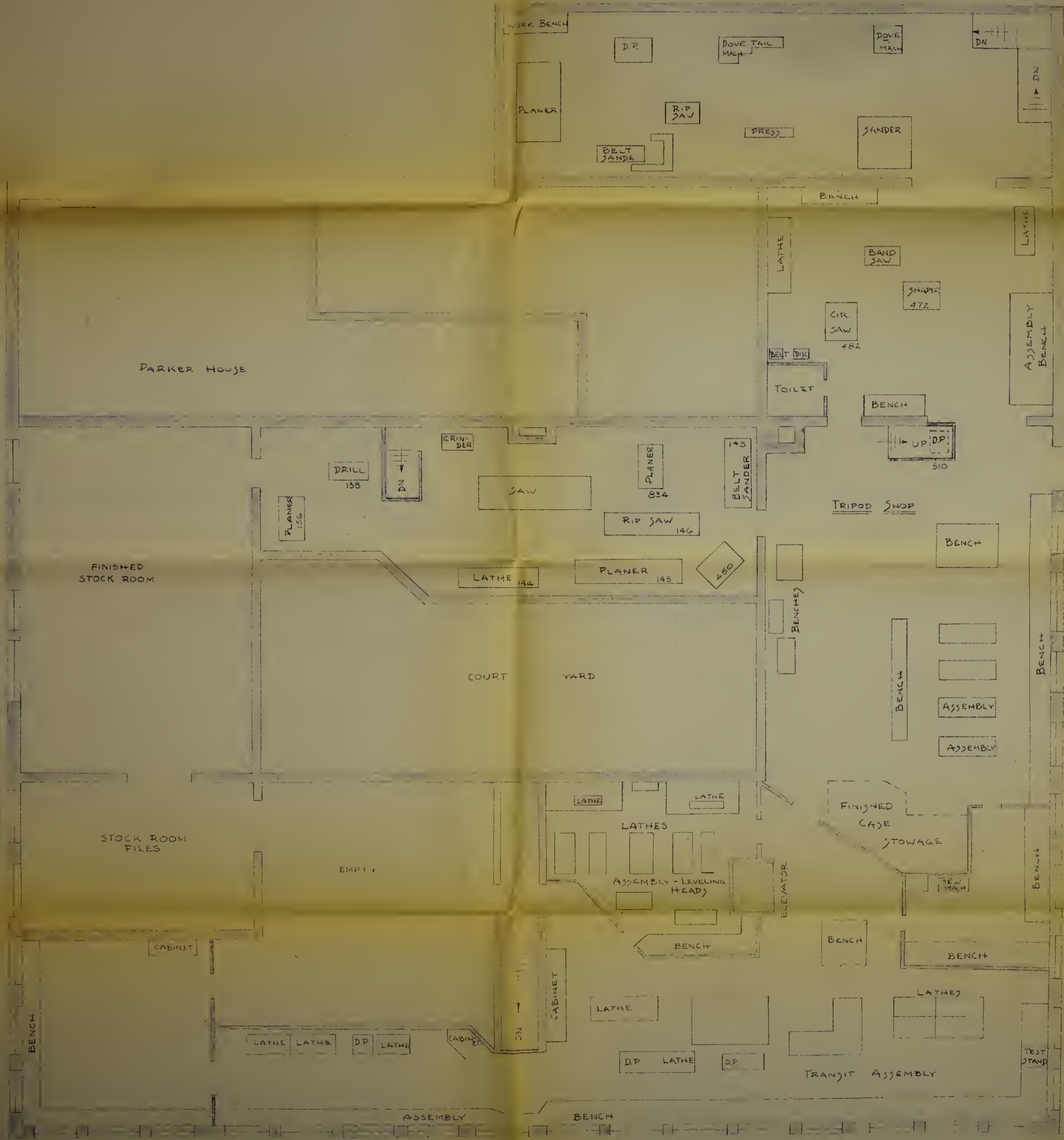
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W. & L. E. GURLEY, TROY, N. Y., U. S. A.  
 SECOND FLOOR  
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 DRAWN: S. K. Kearney  
 DATE: 21 APRIL, 1955  
 DWG. 2

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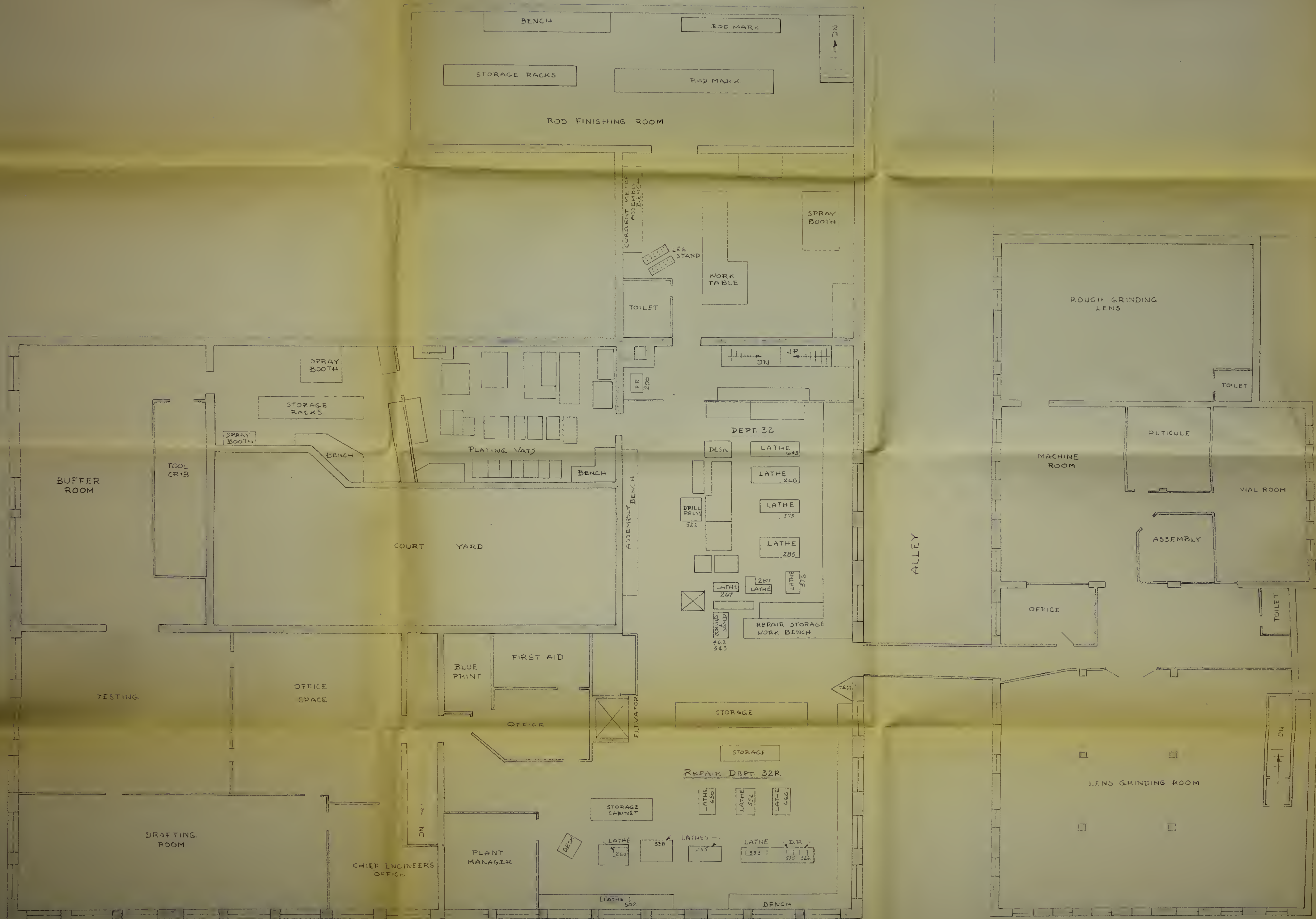
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THIRD FLOOR

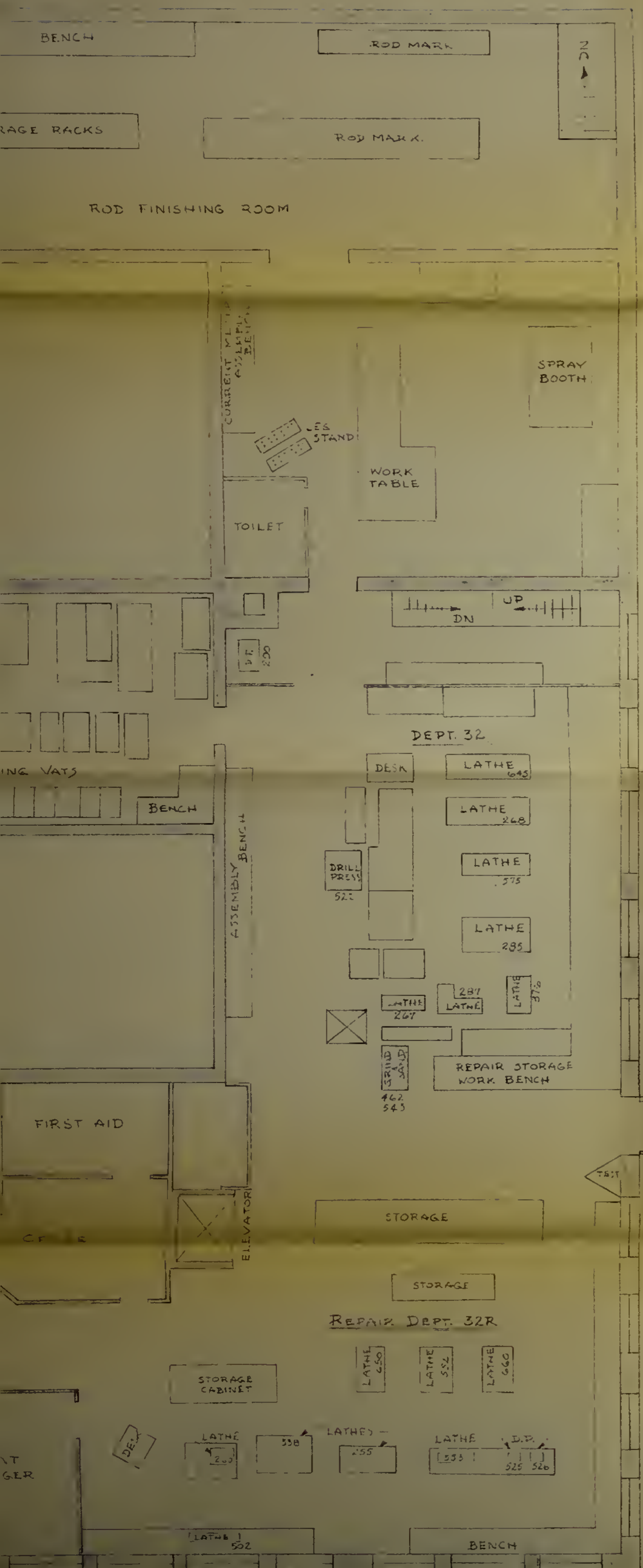
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FIFTH AVE



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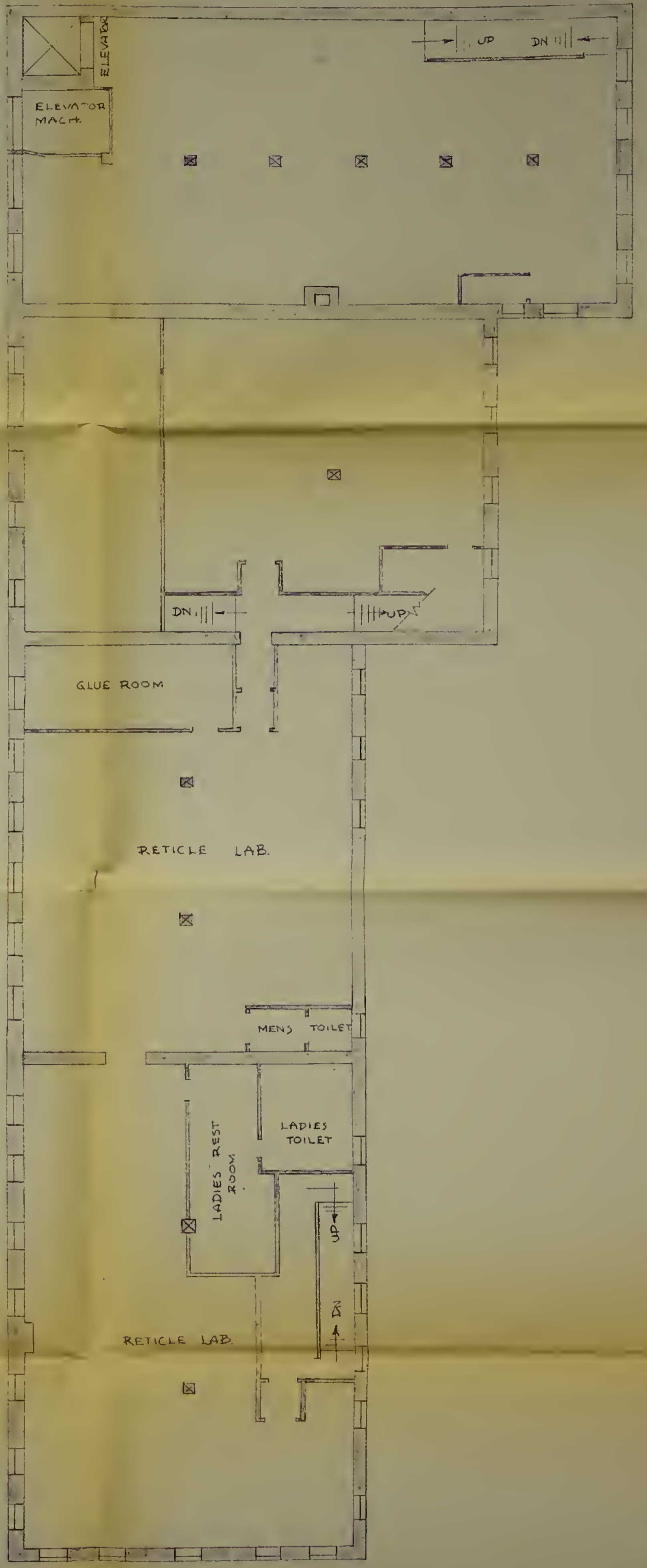
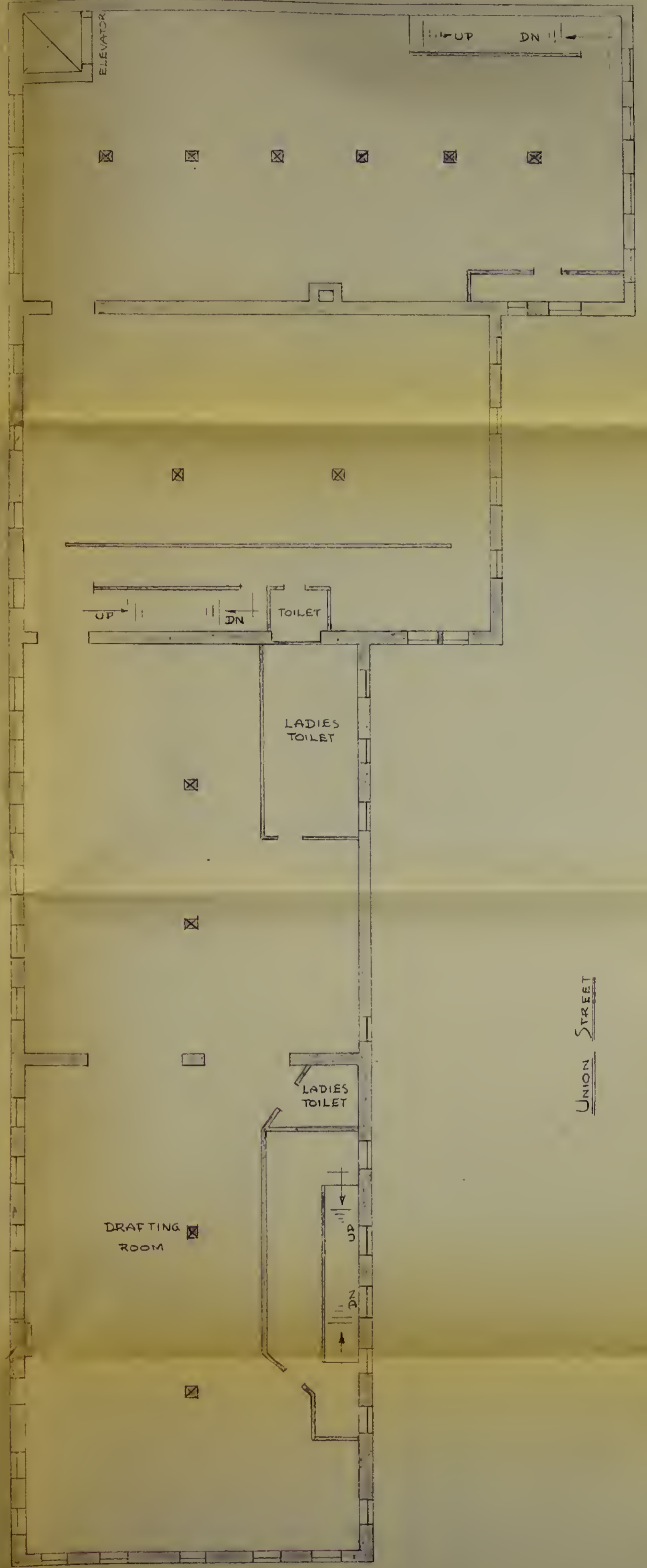
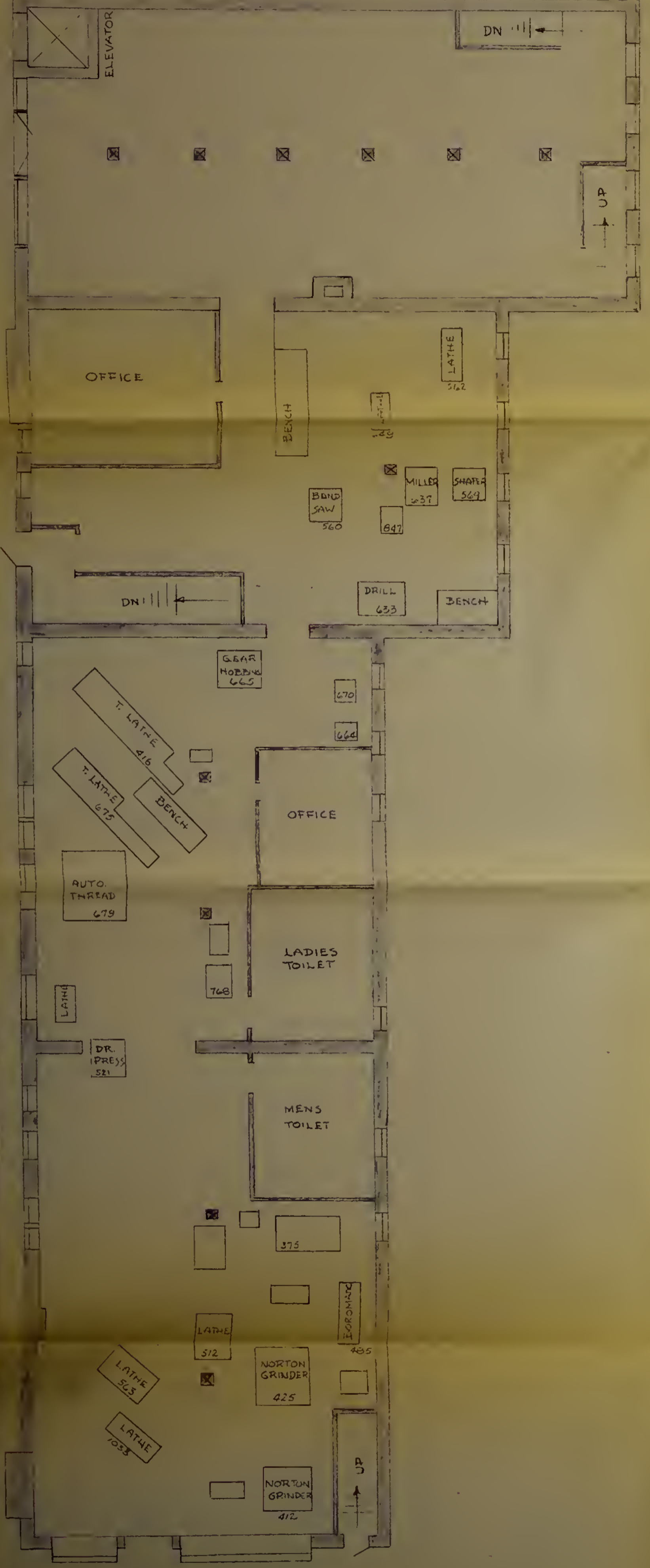
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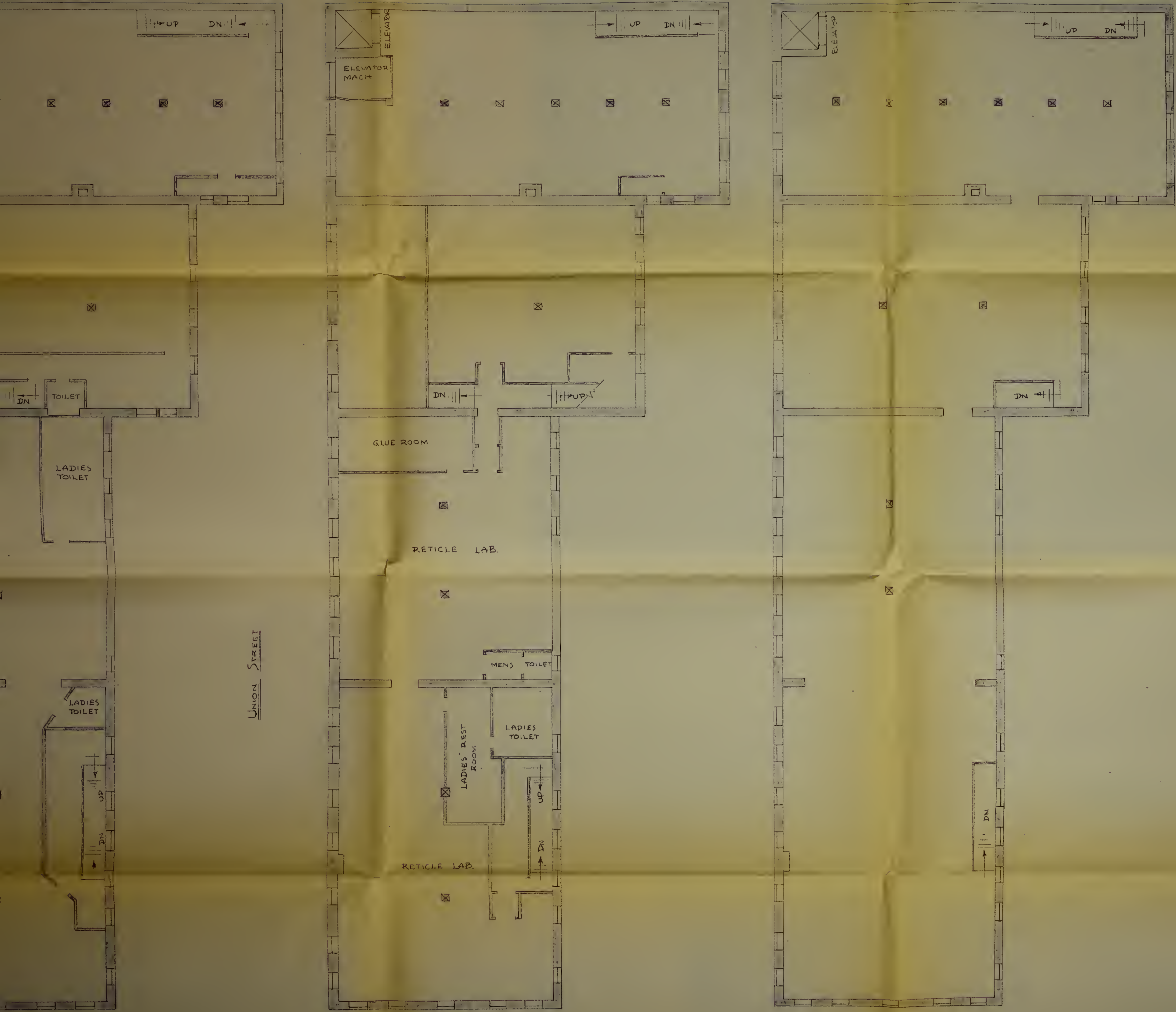
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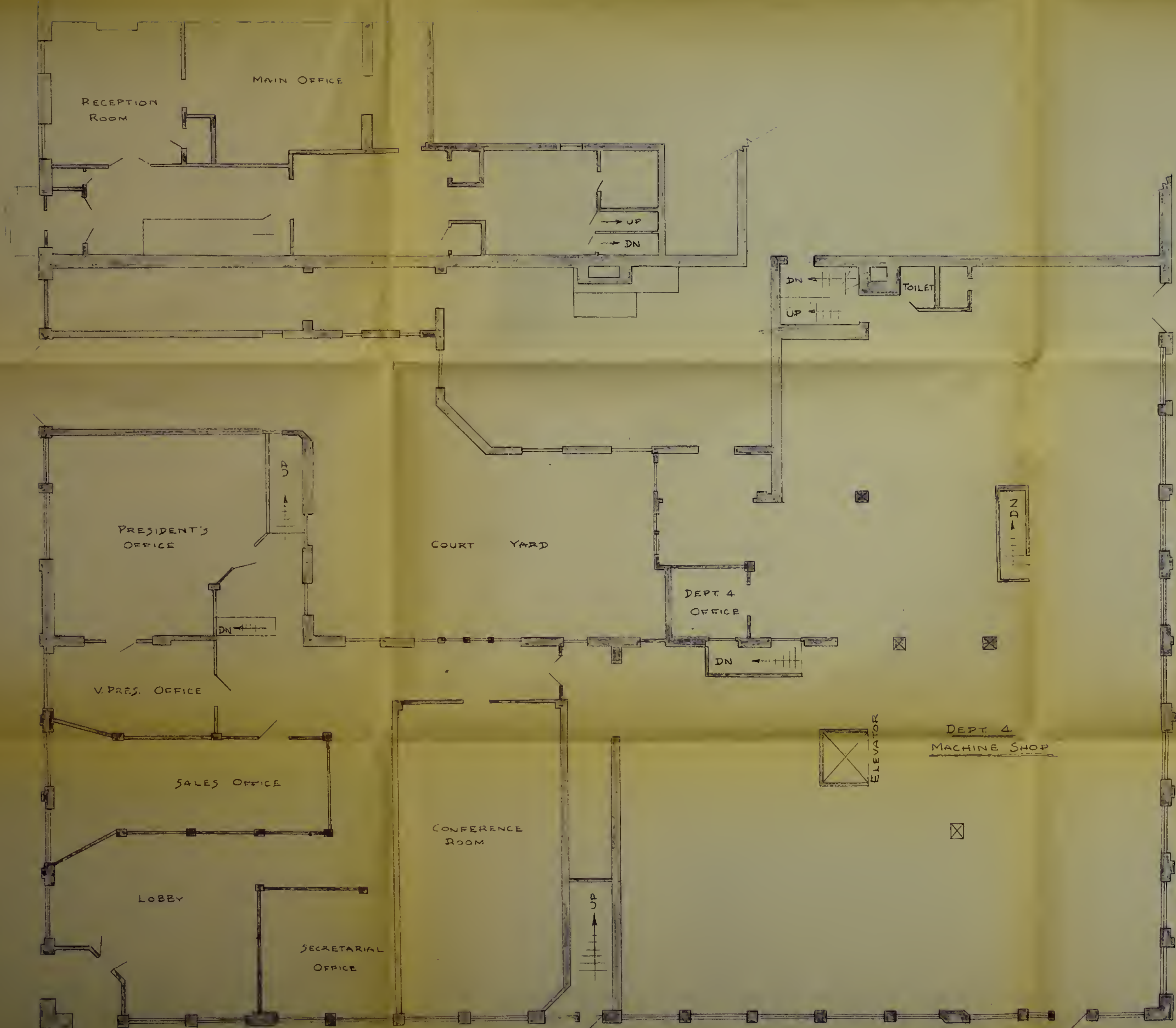


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UNION STREET

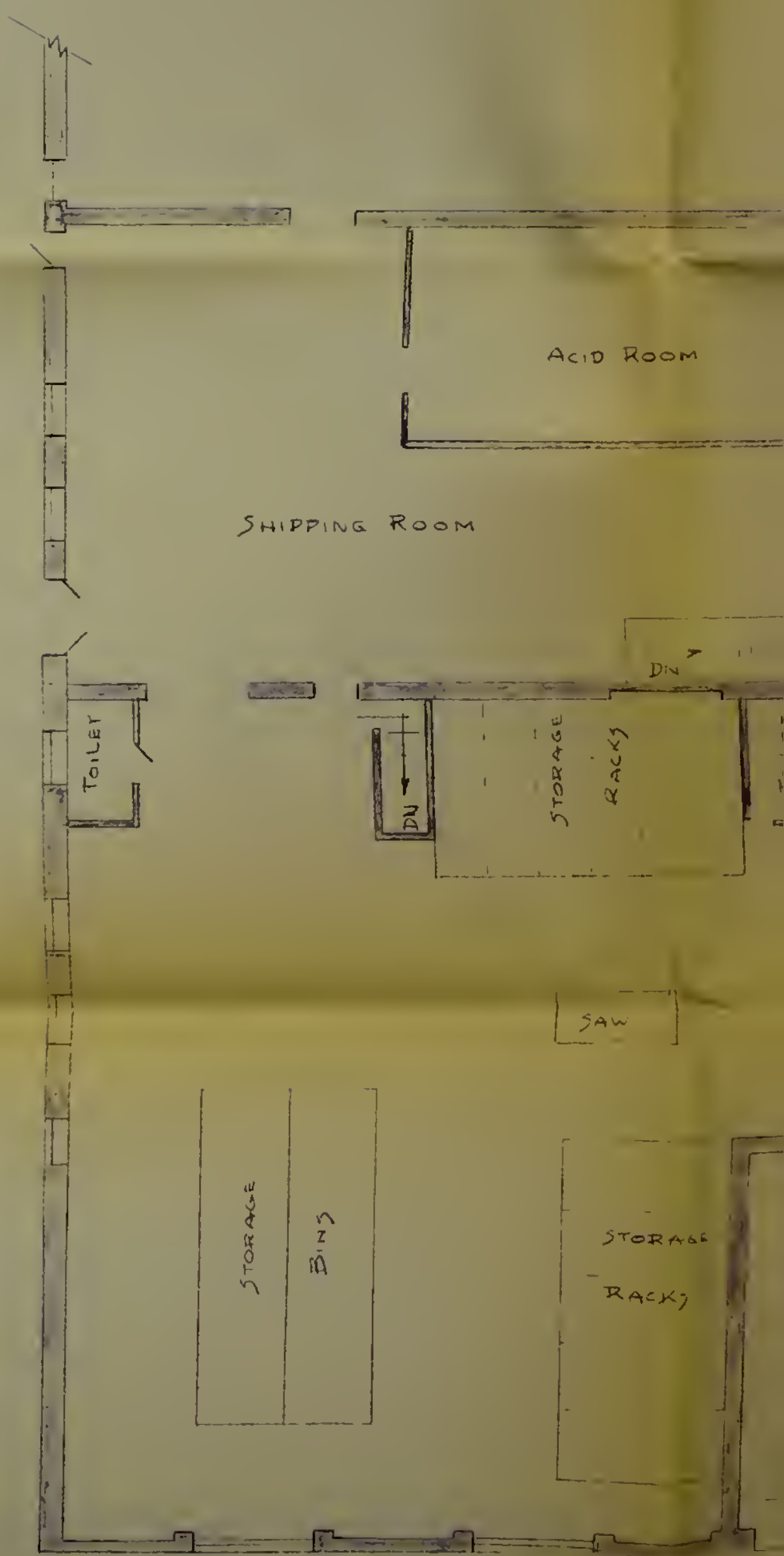
W & L. E. GURLEY, TROY, N. Y., U. S. A.	
JOHNSON BUILDING	
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DRAWN: <i>W. J. Gurley</i>	
DATE: 26 APRIL, 1953	

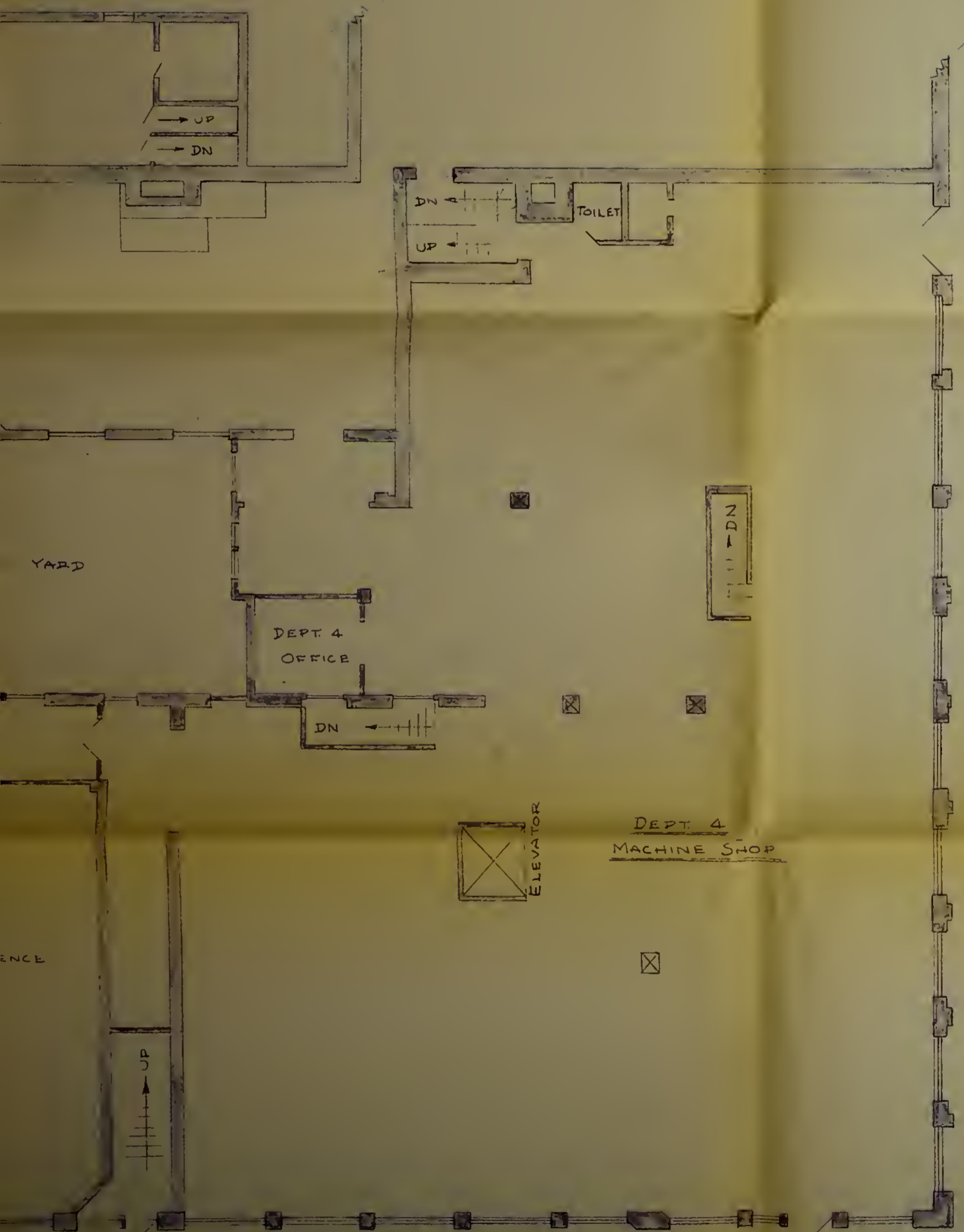
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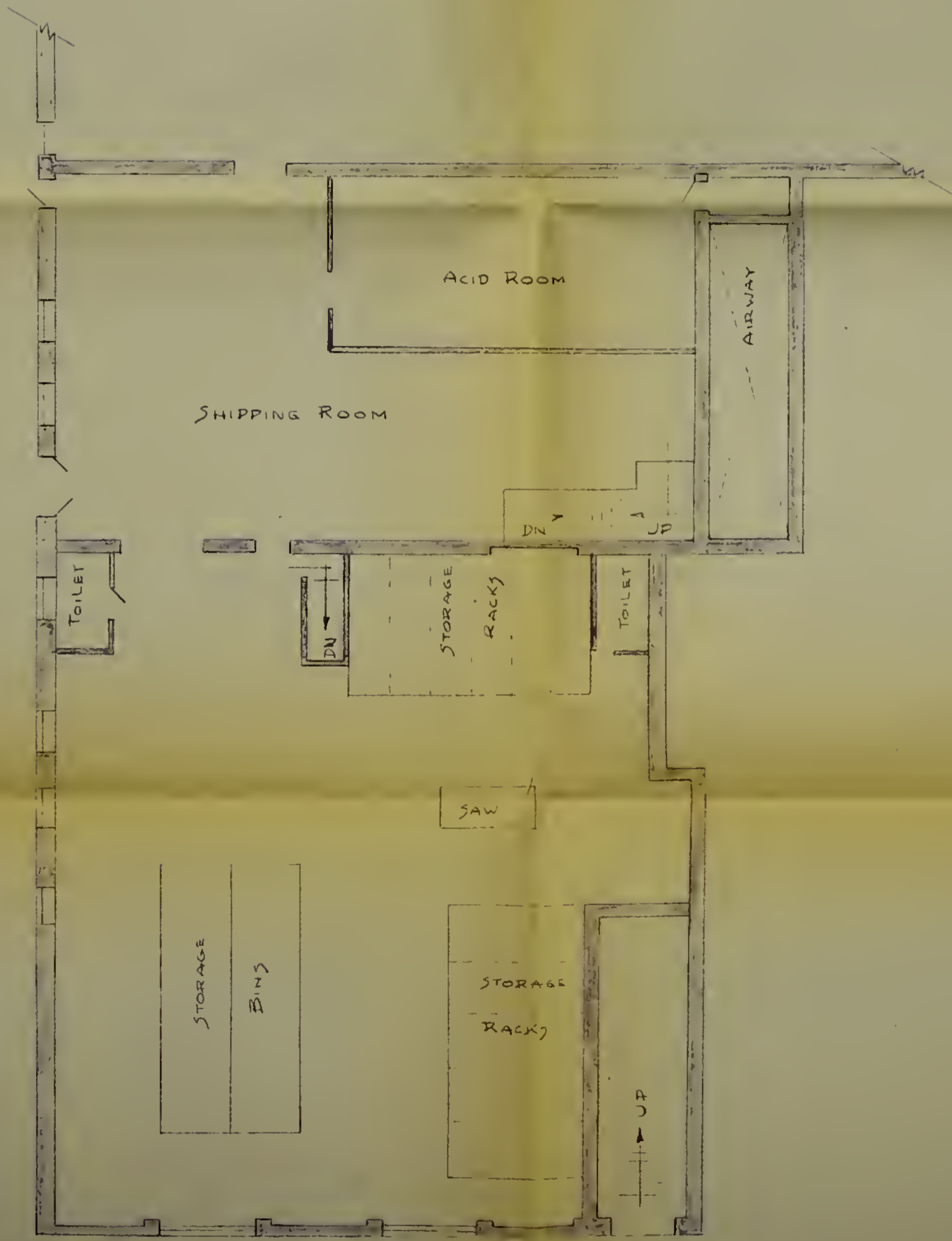
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W. & L. E. GURLEY, TROY, N. Y., U. S. A.  
 PROPOSAL  
 FIRST FLOOR ALTERATIONS  
 SCALE: 1/8" = 1'  
 DRAWN: S. K. MANNING  
 DATE: 1 MAY, 1955

DWG. 6



THIRD FLOOR  
FULTON BUILDING

FULTON STREET

W.&L. GURLEY, TROY, N.Y. U.S.A.	
<u>PROPOSAL</u>	
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DRAWN: <i>W. Kearney</i>	
DATE: 1 MAY, 1935	



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